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Attorneys for Plaintiffs ANTHONY GREGG, SHAWN CLAIBORNE, and  
WALLID SAAD, on behalf of themselves and all others similarly situated

**UNITED STATE DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

ANTHONY GREGG, SHAWN  
CLAIBORNE, and WALLID SAAD,  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

vs.

BOHEMIAN CLUB, a California non-  
profit corporation, POMELLA LLC, a  
California corporation, and  
MONASTERY CAMP, and DOES 1-  
10,

Defendants.

Case No. 3:23-CV-2760

**CLASS ACTION COMPLAINT  
FOR:**

1. Failure to Pay Minimum Wage
2. Collective Action - Violation of the Fair Labor Standards Act ("FLSA," 29 U.S.C. 201, et seq.)
3. Failure to Provide Meal Periods
4. Failure to Provide Paid Rest Breaks
5. Failure to Pay All Wages at Termination (Labor Code Section 201-203)
6. Failure to Provide Accurate Wage Statements
7. Unfair Business Practices
8. Violation of Labor Code Section 2699 (PAGA)

**DEMAND FOR JURY TRIAL**

1 Plaintiffs ANTHONY GREGG, SHAWN CLAIBORNE, and WALLID  
2 SAAD ("Plaintiffs"), on behalf of themselves and all others similarly situated  
3  
4 allege, causes of action against Defendants, as follows:

5 **I.**

6 **INTRODUCTION**

7  
8 1. This is an action brought on behalf of a class of current and former  
9 employees for BOHEMIAN CLUB, POMELLA LLC, and MONASTERY  
10 CAMP (hereinafter "Defendants").  
11

12 2. Defendants violated the U.S. Fair Labor Standards Act, California's  
13 Labor Code, and California Industrial Welfare Commission ("IWC") Wage Order  
14 No. 5-2001, as amended ("Wage Order No. 5") which includes:  
15

- 16 a. Failing to pay its employees minimum wage as required by  
17 federal and California law for every hour worked;  
18  
19 b. Failing to pay its employees proper overtime wages as  
20 required by federal and California law for every hour worked'  
21  
22 c. Failing to pay its employees premium wages for missed meal  
23 periods;  
24  
25 d. Failing to pay its employees premium wages for missed rest  
26 periods;  
27  
28

1 e. Failing to maintain accurate employment records for its  
2 employees in California; and

3  
4 f. Failing to pay its employees amounts owed at the end of  
5 employment.

6  
7 3. Plaintiffs, on behalf of themselves and the proposed class seek  
8 unpaid wages and penalties for California and federal Labor Code violations.

9  
10 **II.**

11 **JURISDICTION**

12 4. The Court has jurisdiction over this action pursuant to 28 U.S.C. §  
13 1331 and 29 U.S.C. § 206(a)(1).

14  
15 5. Federal jurisdiction is proper due to Defendants' violations of the  
16 minimum wage provision of the U.S. Fair Labor Standards Act. 29 U.S.C. §  
17 206(a)(1). As described herein, Plaintiffs allege Defendants failed to pay wages  
18 for off-the-clock work.

19  
20 6. Plaintiffs allege that Defendants systematically violate the Fair Labor  
21 Standards Act by failing to provide Plaintiffs and other class members minimum  
22 wage for all hours worked.

23  
24 7. Venue lies within the Northern California District because Defendant  
25 Bohemian Club, Pomella LLC, and Monastery Camp are all headquartered in the  
26

1 Northern District of California, in San Francisco, Alameda, and Sonoma Counties  
2 respectively.

### 3 4 **III.**

### 5 **PARTIES**

#### 6 **Plaintiffs**

7  
8 8. Plaintiffs were employed by Defendants in Northern California as  
9 “Valets” and provided Defendants’ members and guests with food, drinks, and  
10 hospitality services.  
11

12 9. Plaintiff Anthony Gregg was employed as a Valet for Defendant  
13 Bohemian Camp and Defendant Monastery Camp from approximately June 2006  
14 to July 2022.  
15

16 10. Plaintiff Shawn Granger was employed as a Valet for three of  
17 Defendant Bohemian Club’s camps from June 2010 to July 2022. He started at  
18 the “Last Chance” camp in 2010. Then moved to the “Camels Camp.” In 2018,  
19 Plaintiff Granger began working at the Monastery Camp.  
20

21 11. Plaintiff Wallid Saad was employed as a Valet for multiple  
22 Defendant Bohemian Club’s camps. Plaintiff Saad switched camps to work at the  
23 Monastery Camp and worked there from 2015 to 2022.  
24

25 12. For the purposes of this Complaint, “off-the-clock” work means  
26 work performed that was not reported or paid on any timesheets. Consequently,  
27  
28

1 this work was either left unpaid or only partially paid via “under-the-table”  
2 directly from Bohemian Grove camps.  
3

4 13. For the purposes of this Complaint, “under-the-table” is defined as  
5 the payments Bohemian Grove class members receive directly from their camps.  
6

7 14. Defendant’s under-the-table payments were not subject to payroll  
8 taxes/deductions or worker’s compensation insurance.

9 15. Plaintiffs allege that valets worked 7 days a week, and approximately  
10 15+ hours a day for the duration of the 2019, 2021, and 2022 camps.  
11

12 16. In 2022, Plaintiff Saad alleges that he and another Monastery Camp  
13 valet worked entirely off-the-clock and received 100% of their pay under-the-  
14 table.  
15

16 17. Plaintiffs were told by Defendants’ Camp Captains not to record  
17 their actual hours work, but to only report 8 hours per day, up to a maximum of  
18 40 hours per week on their timesheets for Defendant Pomella LLC.  
19

20 18. Plaintiffs would then be paid under-the-table from Defendant  
21 Monastery Camp for part of the remainder of their owned wages.  
22

23 **Defendants**

24 19. Plaintiffs allege that Defendant BOHEMIAN CLUB (hereinafter  
25 “Bohemian Club” or “Club”) operates the “Bohemian Grove” in Monte Rio,  
26 California.  
27  
28

1           20. Plaintiffs allege that Defendant Bohemian Club’s funding for events  
2 and services at the Bohemian Grove camps is the primary reason why many camp  
3 members maintain their membership with the Bohemian Club.  
4

5           21. Plaintiffs allege Defendant Bohemian Club and the Bohemian Grove  
6 camps, such as Defendant Monastery Camp, operate as a joint venture.  
7

8           22. Defendant Bohemian Club’s operations migrate from San Francisco  
9 to Monte Rio every summer for the Club’s three major annual events (“Spring  
10 Jinx,” “Spring Picnic,” and “Summer Encampment”).  
11

12           23. Payments from Defendant Bohemian Club members entitle Club  
13 members and their guests to attend the events at the Bohemian Grove.  
14

15           24. Plaintiffs allege that Defendant Bohemian Club receives payments  
16 from each individual camp for the items and services that camp attendees use  
17 during the Club events. Finances from the Bohemian Club and the camps are  
18 highly intertwined. Defendant Bohemian Club directly financially benefits from  
19 services provided by the Defendant Monastery Camp and other Bohemian Grove  
20 camps.  
21

22           25. Most years Defendant Monastery Camp operates at a significant loss.  
23 Plaintiffs allege that the goal of the Bohemian Grove camps is not to make a  
24 profit, but to benefit Defendant Bohemian Club and maintain the Club’s elite  
25 membership.  
26  
27  
28

1           26. Defendant Bohemian Club finances are inseparable from its  
2 Bohemian Grove camps. Bohemian Club members and guests from the 100+  
3 camps pay dues to the Club. For example, members utilized the Club’s “Dining  
4 Circle” at the Grove, the cost of which is charged by Defendant Bohemian Club  
5 back to the individual camps.  
6

7  
8           27. Plaintiffs allege that when a Bohemian Grove camp member has a  
9 guest at their camp, the camp charges a “guest fee” (approximately \$900 for a  
10 weekend day, \$250 for weekdays). This fee is charged by the camps, but 100%  
11 goes to Defendant Bohemian Club.  
12

13           28. The Bohemian Grove campus is split into more than 100 camps.  
14 Each camp has one or more “Camp Captains” that are in charge of food, drinks,  
15 accommodations, and finances at their camp.  
16

17           29. Plaintiffs allege that Defendant Monastery Camp is not incorporated  
18 as a business, but as an unincorporated “association of gentlemen.”  
19

20           30. Plaintiffs allege on information and belief that Defendant Bohemian  
21 Club’s other camps are also not incorporated as a business or legal entity, despite  
22 the camps reliance on valet employees.  
23

24           31. Plaintiffs and other valets work for unincorporated Bohemian Club  
25 camps. These unincorporated Bohemian Club camps collect hundreds of  
26  
27  
28

1 thousands of dollars in member dues, and hire, fire, pay, and dictate nearly every  
2 aspect of their valets' employment.

3  
4 32. Defendant Bohemian Club is aware that camps are not legal entities,  
5 but their camps are employing valets to work off-the-clock and being paid under-  
6 the-table.

7  
8 33. Defendant Monastery Camp is one of the most prestigious and well-  
9 known camps at Bohemian Grove. Monastery Camp attendees include Bohemian  
10 Club members that are executives of Fortune 500 companies and prominent  
11 government officials.

12  
13 34. Defendant Bohemian Club's Treasurer William "Bill" Dawson was  
14 also the Captain of the Monastery Camp and personally directed Plaintiffs to  
15 falsify payroll records and to work off-the-clock.

16  
17 35. Defendants' camp valets fit into two categories (camps using "Bolt  
18 Staffing" and camps utilizing another catering/hospitality service).

19  
20 36. Defendant Bohemian Club is aware that many camps do not use Bolt  
21 Staffing and have extra employment terms and conditions for camps not using  
22 Bolt Staffing.

23  
24 37. The majority of Bohemian Club camps use Bolt Staffing for their  
25 catering/hospitality services.  
26  
27  
28



1           38. Defendant Bohemian Club exercises greater control over essential  
2 terms and conditions of employment for the camps choosing not to use Bolt  
3 Staffing.  
4

5           39. Camps that do not use Bolt Staffing must seek approval from  
6 Defendant Bohemian Club regarding who can work for the camps to provide their  
7 catering/hospitality services.  
8

9           40. Defendant Bohemian Club governs the manner of work performed  
10 by the camp valets.  
11

12           41. Plaintiffs allege Defendant Bohemian Club vets class members  
13 because the camps include many high-profile attendees. Due to the high-profile  
14 guests and potential for public scrutiny, Bohemian Club carefully monitors and  
15 places conditions on who is employed at each camp.  
16

17           42. Plaintiffs allege Defendant Bohemian Club's General Manager  
18 requires that each camp not using Bolt Staffing must send payroll documents to  
19 the Club in order for the valet to be approved to work at a camp.  
20

21           43. Plaintiffs allege Defendant Bohemian Club requires camps to send  
22 the Club's General Manager payroll forms in order to run background checks and  
23 vet class members.  
24

25           44. Plaintiffs allege that Defendant's attorneys offer guidance to the  
26 camps for how to adhere to California labor laws. For example, Plaintiffs allege  
27  
28

1 that Camp Captains for Defendants received emails in 2021 with labor law  
2 guidance for the camps that were not using Bolt Staffing.  
3

4 45. Plaintiffs allege Defendant Bohemian Club’s Captains for camps that  
5 were not using Bolt Staffing received an email on May 19, 2021, stating: “Dear  
6 Camp Captain: This communication is for Camps that are not using Bolt. . . . If  
7 you are going to use a catering company or other business entity through some  
8 company other than Bolt, we understand you will need to demonstrate  
9 compliance.”  
10  
11

12 46. In response to this email, Defendant Bohemian Club’s Treasurer  
13 William Dawson pointed out that Defendant Pomella LLC will be running payroll  
14 for Defendant Monastery Camp, and that Pomella LLC already provides valets to  
15 other Bohemian Grove camps.  
16

17 47. Defendant Bohemian Club micromanages the work and non-work  
18 hours for class members.  
19

20 48. Plaintiffs allege that Defendant Bohemian Club governs the mean,  
21 manner, and method of work for camp valets. For example, Defendant Bohemian  
22 Club’s “Rules for Contractors and Camp Employees,” include requirement for  
23 class members such as: “Camp employees and other contractors may not work in  
24 or visit the camp of a member who is a blood relative.” . . . “Camp employees  
25 and other contractors may use [Civic Center Phones] on a limited basis, either  
26  
27  
28

1 before 9:00 AM or after 9 PM. Conversations must not exceed 5 minutes in  
2 duration and camp employees must give priority to member and guest usage of  
3 the phones.”  
4

5 49. Defendant Bohemian Club further micromanages the essential terms  
6 and conditions of the class members, and even controls the type of compensation  
7 class members can receive.  
8

9 50. Defendant Bohemian Club’s Rules prohibits class members from  
10 accepting any compensation in the form of tips.  
11

12 51. Defendant Bohemian Club’s Rules also prohibits class members  
13 from attending “rehearsals, plays, speeches, or any performances.”  
14

15 52. Defendant Monastery Camp worked with Defendant Pomella LLC  
16 and its owner Mica Talmor (hereinafter “Talmor”) to operate two separate  
17 methods of paying employees.  
18

19 53. Plaintiffs were directed by Defendant Bohemian Club’s Treasurer  
20 Dawson to submit false timesheets to Pomella LLC showing 8.0 “regular” hours,  
21 but to not include any overtime. These timesheets nearly always listed exactly  
22 8.0 hours per day for 5 days a week.  
23

24 54. Defendant Pomella LLC provides valets to Defendant Monastery  
25 Camp, the Silverado Squatters Camp, and possibly other Bohemian Grove camps.  
26  
27  
28

1           55. Defendant Pomella LLC was aware that the timesheets radically  
2 understate Plaintiffs’ actual hours worked.

3  
4           56. Pomella LLC’s contract with the Monastery Camp included a  
5 requirement for Defendant Bohemian Club be included as insured on Pomella  
6 LLC’s general liability insurance policy.

7  
8           57. Defendant Bohemian Club benefits from members and guests whose  
9 main interaction with the Club is to attend Bohemian Grove’s three major annual  
10 events (Spring Jinx, Spring Picnic, and Summer Encampment).

11  
12           58. Plaintiffs believe that Defendant Bohemian Club will likely attempt  
13 to shield itself from legal liability by asserting that the camps operate  
14 autonomously. In reality, the camps are not independent legal entities making  
15 their own hiring decision, but a part of a joint venture designed by Bohemian  
16 Club.  
17

18  
19           59. Defendant Bohemian Club is responsible for putting on the camp’s  
20 events. For example, Defendant Bohemian Club creates an annual “Program of  
21 Event” for the Summer Encampment. The program lists Defendant Bohemian  
22 Club’s Board of Directors and is copyrighted by the Bohemian Club.

23  
24           60. Plaintiffs’ counsel made several attempts to request information from  
25 attorneys for the Bohemian Club as well as the Monastery Camp regarding the  
26  
27  
28

1 name of any legal entity they contend would be responsible for any alleged labor  
2 law violations at the Monastery Camp.

3  
4 61. Counsel for both the Bohemian Club and the Monastery Camp  
5 denied that Plaintiffs worked for them and did not to provide any information  
6 regarding who they contend employed Plaintiffs.  
7

8 62. The true names and capacities, whether individual, corporate,  
9 associate, or otherwise, of Defendants sued here in as DOES 1 through 10,  
10 inclusive, are currently unknown to Plaintiffs, who therefore sues Defendants by  
11 such fictitious names. Plaintiffs are informed and believe, and based thereon  
12 allege, that Defendants designated herein as DOE(S) are legally responsible in  
13 some manner for the unlawful acts referred to herein.  
14  
15

16 63. Plaintiffs will seek leave of court to amend this complaint to reflect  
17 the true names and capacities of the Defendants designated hereinafter as DOE(S)  
18 when such identities become known.  
19

20 64. Plaintiffs are informed and believe that at all relevant times each  
21 Defendant, directly or indirectly, or through agents or other persons, employed  
22 Plaintiffs and the other class members, and exercised control over the wages,  
23 hours, and working conditions of Plaintiffs and the other class members.  
24  
25

26 65. Plaintiffs are informed and believe and thereon allege that, at all  
27 relevant times, each Defendant was the principal, agent, partner, joint venturer,  
28

1 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,  
2 successor in interest and/or predecessor in interest of some or all of the other  
3 Defendants, and was engaged with some or all of the other Defendants in a joint  
4 enterprise for profit, and bore such other relationships to other Defendants so as  
5 to be liable for their conduct with respect to the matters alleged below.  
6  
7

8 66. Plaintiffs are informed and believe and thereon allege that each  
9 Defendant acted pursuant to and within the scope of the relationships alleged  
10 above, that each Defendant knew or should have known about, authorized,  
11 ratified, adopted, approved, controlled, aided and abetted the conduct of all other  
12 Defendants.  
13  
14

#### 15 IV.

#### 16 GENERAL ALLEGATIONS

17 67. In 2018, Defendant Monastery Camp had no viable option for  
18 payroll processing. Consequently, every valet was paid under-the-table from  
19 Monastery Camp.  
20

21 68. In 2019, Monastery Camp searched for a company to hire and  
22 process payroll for their valets.  
23

24 69. Defendant Bohemian Club's Treasurer Dawson reached out to a  
25 camp member who owns an automobile racing company. Plaintiffs allege  
26 Treasurer Dawson asked the owner if he could process the camp's payroll  
27  
28

1 through the racing company's payroll system. Initially, the automobile racing  
2 company's owner agreed to hire the employees and run the payroll, but later  
3 declined.  
4

5 70. In April 2019, Defendant Bohemian Club Treasurer Dawson brought  
6 in Defendant Pomella LLC to run the Monastery Camp's payroll, after the  
7 automobile racing company decline to run the camp's payroll.  
8

9 71. Defendant Pomella LLC was already providing valets for at least one  
10 other adjacent Bohemian Grove camp ("Silverado Squatters").  
11

12 72. In May 2019, Pomella LLC "hired" the same four valets that in 2018  
13 were being paid 100% under-the-table by the Monastery Camp.  
14

15 73. Defendants were aware that Plaintiffs were working off-the-clock.  
16

17 74. Plaintiff Gregg alleges he texted Defendant Bohemian Club's  
18 Treasurer Dawson: "[W]hen the valets filled out their time cards, I had them write  
19 in only "short days." She [Talmor] asked if our schedule changed and I said yes.  
20 We did work 15-17 hrs a day (happily), but I feel that [Talmor] doesn't need to  
21 know this. This will only encourage her to continue to push for another valet and  
22 increase the tax burden."  
23

24 75. In 2020, the Camp was cancelled due to COVID-19.  
25

26 76. Going into 2021 summer events, Defendants continually worked  
27 together to come up with methods to avoid paying payroll taxes and overtime.  
28

1           77. Defendant Bohemian Club exercised substantial, direct, and  
2 immediate control over the camp valet's essential terms and conditions of  
3 employment.  
4

5           78. Defendant Bohemian Club's General Manager asked Bohemian Club  
6 Treasurer Dawson to provide payroll forms for each valet not employed through  
7 Bolt Staffing as a condition of their employment. Defendant Bohemian Club  
8 required all valets be vaccinated against Covid-19 in order to work for a camp.  
9  
10

11           79. In a May 22, 2021 email from Plaintiff Gregg to Defendant  
12 Bohemian Club's Treasurer Dawson, Plaintiff wrote "I appreciate [Talmor]  
13 thinking about CA labor code. However, [Plaintiff Granger] worked 21 days in a  
14 row in 2019 without a day off and it wasn't an issue. Payroll was processed  
15 through [Talmor] and we reported a "pass sniff test" amount of overtime which  
16 [Talmor] didn't question"  
17  
18

19           80. Additionally, on May 29, 2021, Plaintiff Gregg texted a camp  
20 captain that, "I just don't want to lose valets mid session because they are working  
21 so much without knowing what they are getting into." The camp captain replied  
22 stating that all pay for one valet would be "under the table."  
23

24           81. Defendant Bohemian Club's camp captains, members, and guests are  
25 aware that valets are working almost nonstop. A 2021 Guide to the Monastery  
26 Camp explains how the camp works and includes highly irreverent, comical  
27  
28



1 biographies of each camp guest. The Guide states that “[Plaintiff]’s job is to feed  
2 us morning, noon and night.”  
3

4 82. The Guide requests that guests do not further burden overworked  
5 staff by asking them to do personal favors, explaining that “[o]ur staff will be on  
6 duty from early in the morning through the post-dinner clean up.”  
7

8 83. The 2021 camp was particularly tough on valets. During the  
9 Summer Encampment, due to understaffing all three Plaintiffs allege they were  
10 working 16+ hours per day for the duration of the 14-day camp.  
11

12 84. Yet during this 2021 Summer Encampment, Plaintiffs reported  
13 exactly 8.0 hours per day on their timesheets, no overtime, and reported no more  
14 than 40 hours per week. For example, Plaintiff Granger reported exactly 8.0  
15 hours per day on July 5, 8, 9, 10, 11, 12, 14, 15, 16, 17, and 18.  
16

17 85. In 2021, each Plaintiff typically reported identical start times as each  
18 other, exactly 60-minute lunch times, and the same end time each day.  
19

20 86. On June 8, 2022, Ms. Talmor made a rare visit to the Bohemian  
21 Grove. Surprised by the visit, a class member was sent to hide from Pomella  
22 LLC owner Talmor because they did not want her to find out the Plaintiff Saad  
23 was still working Monastery Camp and thus receiving 100% of his pay under-the-  
24 table. Monastery Camp feared the Ms. Talmor would discover this off-the-clock  
25  
26  
27  
28

1 work and realize that valets were working without any worker's compensation  
2 coverage.

3  
4 87. Plaintiffs allege that Defendants' deliberate understaffing led to a  
5 constant, non-stop workload and prevented valets from having the ability to take  
6 meal periods or rest breaks.

7  
8 88. In 2022, despite multiple warnings from Plaintiff Gregg, Defendants  
9 remained understaffed and overworked. For example, for the Spring Jinx  
10 "Burgundy Lunch" on June 9, 2023, four valets worked nonstop for  
11 approximately 18 hours providing a two-course lunch and dinner to 90 guests.

12  
13 89. Plaintiffs allege that Defendants' corporate policies, procedures, and  
14 uniform understaffing, were either written or institutionalized into each  
15 Defendant's labor practices, such that Plaintiffs and the class they seek to  
16 represent were not able to, or permitted to, take timely rest breaks or lunch  
17 periods, pursuant to the Labor Code, Industrial Welfare Commission Wage Order  
18 5-2001, and other applicable Wage Orders.

19  
20  
21 90. Plaintiffs allege Defendants implemented and maintained a policy to  
22 pay non-exempt valets less than the applicable minimum wage by failing to pay  
23 valets for all hours worked. Defendants were aware of the fact that under their  
24 system, Plaintiffs regularly worked unpaid hours and/or worked for compensation  
25 at less than the applicable minimum wage.  
26  
27  
28

1           91. Plaintiffs allege Defendants also failed to provide overtime wages  
2 earned for all hours worked by Plaintiffs in excess of eight hours per day and/or  
3 forty hours per week. If any overtime compensation was received, it was for  
4 fewer than actual overtime hours worked.  
5

6           92. Plaintiffs allege that in order to meet Defendants' workload  
7 requirements, they typically worked through both meal periods and rest breaks.  
8

9           93. Plaintiffs allege Defendants also failed to provide Plaintiffs with all  
10 the required meal periods when they worked more than five hours in a day; and  
11 Defendants failed to pay Plaintiffs a one-hour premium wage in lieu thereof.  
12

13           94. Plaintiffs allege Defendants failed to provide Plaintiffs and class  
14 members with timely and accurate wage statements.  
15

16           95. Plaintiffs allege Defendants did not maintain adequate records  
17 pertaining to when Plaintiffs began and finished each work period; meal/rest  
18 breaks; hours worked per day; hours worked per pay period; and applicable rates  
19 of pay for all regular hours and overtime.  
20

21           96. Plaintiffs allege that Defendants have maintained and continue to  
22 maintain uniform practices and procedures which are inconsistent with state and  
23 federal law.  
24  
25  
26  
27  
28



1 provisions of California Code of Civil Procedure section 382, Federal Rule 23,  
2 and other applicable law pertaining to class actions.  
3

4 104. The proposed class Plaintiffs seek to represent is presently defined as  
5 follows:  
6

7 **Proposed Class:**

8 All of the current and former “valets” and other workers that  
9 provided food/drink/hospitality services for the Bohemian Grove  
10 camps that did not use Bolt Staffing, within the four years prior to  
11 the date of the filing of this Complaint through the date of the final  
disposition of this action.

12 105. Plaintiffs are all members of the proposed class.

13 106. There is a well-defined community of interest in the litigation and  
14 the class is ascertainable.  
15

16 A. **Numerosity**: The class is so numerous that individual joinder of all  
17 members is impractical under the circumstances of this case. While the exact  
18 number of class members is unknown to Plaintiffs at this time, Plaintiffs are  
19 informed and believe and thereon allege that the class consists of at least 300  
20 persons or more.  
21

22 B. **Common Questions Predominate**: Common questions of law and  
23 fact exist as to all class members, and predominate over any questions that affect  
24 only individual members of the class. The common questions of law and fact  
25 include, but are not limited to:  
26  
27  
28

- i. What were and are the policies, programs, practices, procedures and protocols of Defendants regarding class members' actual work and tasks, and their job duties irrespective of job titles;
- ii. Whether Defendants violated California law by their policies, programs, practices, procedures and protocols regarding rest periods for class members;
- iii. Whether Defendants violated California law by their policies, programs, practices, procedures and protocols regarding lunch breaks for class members;
- iv. What were and are the policies, programs, practices, procedures and protocols of Defendants regarding furnishing to the class members, upon each payment of wages, itemized statements required by Labor Code section 226;
- v. Whether Defendants violated California law by their policies, programs, practices, procedures and protocols regarding furnishing to the class members, upon each payment of wages, itemized statements required by Labor Code section 226;
- vi. Whether Defendants violated Business & Professions Code sections 17200 *et seq.* by their policies, programs, practices, procedures and conduct referred to in this cause of action;

vii. Whether Defendants obtained voluntarily waivers with consent and full disclosure, and whether a written signed waiver is effective as to all future meal and rest periods;

viii. The proper measure of damages sustained and the proper measure of restitution recoverable by members of the California class; and,

ix. Additional common questions of law and fact may develop as the litigation progresses.

C. **Typicality**: Plaintiffs' claims are typical of the claims of the class. Plaintiffs and other class members sustained losses, injuries and damages arising out of the Defendants' common policies, programs, practices, procedures, and course of conduct referred to in each cause of action and throughout this Complaint, which were applied uniformly to class members as well as Plaintiffs. Plaintiffs seek recoveries for the same types of losses, injuries, and damages as were suffered by the other class members as well as Plaintiffs.

D. **Adequacy**: Plaintiffs and their counsel will fairly and adequately protect the interests of the class. Plaintiffs have no interest that is adverse to the interests of the other class members.

E. **Superiority**: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all class members is impractical. Class action treatment will permit a large number

1 of similarly situated persons to prosecute their common claims in a single forum  
2 simultaneously, efficiently, and without the unnecessary duplication of effort and  
3 expense that numerous individual actions engender. Also, because the losses,  
4 injuries and damages suffered by each of the individual class members are small  
5 in the sense pertinent to class action analysis, the expenses and burden of  
6 individual litigation would make it extremely difficult or impossible for the  
7 individual class members to redress the wrongs done to them. On the other hand,  
8 important public interests will be served by addressing the matter as a class  
9 action. The cost to the court system and the public of adjudication of individual  
10 litigation and claims would be substantial, and substantially more than if the  
11 claims are treated as class action. Individual litigation and claims would also  
12 present the potential for inconsistent or contradictory results.

17 F. **Public Policy Considerations:** Defendants and other employers  
18 throughout the state violate wage and hour laws. Current employees are often  
19 afraid to assert their rights out of fear of direct or indirect retaliation. Former  
20 employees are often fearful of bringing claims because doing so can harm their  
21 employment and future efforts to secure employment. Class actions provide class  
22 members who are not named in the complaint a degree of anonymity that allows  
23 for vindication of their rights while eliminating these risks, or at least enormously  
24 reducing them.  
25  
26  
27  
28



1 VI.

2 **CAUSES OF ACTION**

3 **First Cause of Action**

4 **Failure to Pay Minimum Wage**  
5 **(Labor Code §§ 1182.12, 1194, 1197 and 1197.1, IWC Wage Orders, and**  
6 **the Fair Labor Standards Act 29 U.S.C. 201, et seq.)**  
7

8 107. Plaintiffs incorporate all previous paragraphs of this Complaint as  
9 though fully set forth herein.

10 108. At all relevant times, the Industrial Welfare Commission (IWC)  
11 Wage Orders contained in Title 8 of the Code of Regulations (“Wage Orders”)  
12 applied to Plaintiffs and other class members in their capacity as employees of  
13 Defendants. The Wage Orders and California law provided, among other things,  
14 that employees must receive minimum wage earnings for all hours worked.  
15

16 109. Plaintiffs allege Defendants implemented and maintained policies to  
17 pay Plaintiff valets and class members less than the applicable minimum wage by  
18 failing to pay valets for hours worked.  
19

20 110. All Defendants were aware of the fact that under their system,  
21 Plaintiffs regularly worked unpaid hours and/or worked for compensation at less  
22 than the applicable minimum wage.  
23

24 111. During the liability period, Defendants have routinely failed to pay  
25 Plaintiffs the minimum wage required under California and federal law.  
26  
27  
28

1 Plaintiffs' timecards and pay stubs did not list their actual regular and overtime  
2 hours worked.

3  
4 112. Plaintiffs were directed by Defendant Bohemian Club's Treasurer  
5 Dawson to submit false timesheets to Pomella LLC showing 8.0 "regular" hours,  
6 but to not include any overtime. These timesheets nearly always listed exactly  
7 8.0 hours per day for 5 days a week.

8  
9 113. Plaintiffs allege Defendants also failed to provide overtime wages  
10 earned for all hours worked by Plaintiffs in excess of eight hours per day and/or  
11 forty hours per week. Where overtime compensation was received at all, it was  
12 for fewer than actual overtime hours worked and was paid at less than the amount  
13 required by California law.  
14

15  
16 114. Defendant Bohemian Club's camp captains, members, and guests are  
17 aware that valets are working essentially nonstop for 15 to 18 hours at a time.  
18

19 115. Due to pent up demand, after the 2020 encampment was cancelled  
20 due to Covid-19, the 2021 camp was particularly difficult on Plaintiffs and other  
21 class members.  
22

23 116. During the 2021 Summer Encampment event, due to understaffing  
24 all three Plaintiffs allege they were working 16+ hours per day for the duration of  
25 the 14-day Summer Encampment.  
26  
27  
28

1           117. Defendants’ camp valets fit into two categories (camps using “Bolt  
2 Staffing” and camps utilizing another catering/hospitality service). Defendant  
3 Bohemian Club is aware that many camps do not use Bolt Staffing and have extra  
4 requirement for camps not using Bolt Staffing. Bohemian Club exercises greater  
5 control over essential terms and conditions of employment for the camps  
6 choosing not to use Bolt Staffing.  
7

8  
9           118. Plaintiffs allege on information and belief that camps not using Bolt  
10 Staffing dealt with the same off-the-clock work requirements and would be  
11 commonly be paid under-the-table by their camps.  
12

13           119. Plaintiffs allege on information and belief that other non-Bolt  
14 Staffing class members are working large amounts of unpaid hours each day.  
15 Plaintiffs typically reported exactly 8.0 hours per day on their timesheets, no  
16 overtime, and reported no more than 40 hours per week.  
17

18  
19           120. Plaintiffs were told by Defendants’ Camp Captains not to record  
20 their actual hours work, but to only report 8 hours per day, up to a maximum of  
21 40 hours per week on their timesheets for Defendant Pomella LLC.  
22

23           121. Plaintiffs would then be paid under-the-table from Defendant  
24 Monastery Camp for part of the remainder of their owned wages.  
25

26           122. Labor Code Section 1194 provides in pertinent part: “any employee  
27 receiving less than the legal minimum wage or the legal overtime compensation  
28

1 applicable to the employee is entitled to recover in a civil action the unpaid  
2 balance of the full amount of this minimum wage or overtime compensation,  
3 including interest thereon, reasonable attorney's fees, and costs of suit."  
4

5 123. Labor Code Section 1197 provides that the "minimum wage for  
6 employees fixed by the commission or by any applicable state or local law, is the  
7 minimum wage to be paid to employees, and the payment of a lower wage than  
8 the minimum so fixed is unlawful."  
9

10 124. Defendants violated California Labor Code sections 1182.12, 1194,  
11 1197, 1197.1 and the applicable Wage Order, Wage Order No. 5, by willfully  
12 failing to pay all minimum wages due to Plaintiffs and the class members.  
13

14 125. Plaintiffs and the class members seek all actual, consequential and  
15 incidental losses and damages, including, unpaid minimum wages, interest  
16 thereon, attorneys' fees, and costs.  
17

18 126. In addition to the above-amounts, Plaintiffs and the class they seek  
19 to represent will seek to recover one hundred dollars (\$100) for each underpaid  
20 employee for each pay period for which the employee is underpaid for any initial  
21 violation that is intentionally committed, and two hundred fifty dollars (\$250) for  
22 each subsequent violation for the same specific offense, for each underpaid  
23 employee for each pay period for which the employee is underpaid regardless of  
24 whether the initial violation is intentionally committed.  
25  
26  
27  
28

1 **Second Cause of Action**

2 **Violations of the Fair Labor Standards Act**  
3 **(“FLSA,” 29 U.S.C. 201, *et seq.*)**

4 127. Plaintiffs incorporate all paragraphs of this Complaint as though  
5 fully set forth herein.  
6

7 128. Plaintiffs are informed and believe, and thereon alleges, that  
8 Defendants have required collective class members, as part of their employment,  
9 to work without receiving the minimum wage for all hours worked, under 29  
10 U.S.C. § 206(a). That section provides the following: “Every employer shall pay  
11 to each of their employees who in any workweek is engaged in commerce or in  
12 the production of goods for commerce, or is employed in an enterprise engaged in  
13 commerce or in the production of goods for commerce, wages at the [minimum  
14 wage].”  
15  
16  
17

18 129. Plaintiffs are informed and believe, and thereon alleges that  
19 Defendants have required, or require collective class members, as part of their  
20 employment, to work without compensation.  
21

22 130. Plaintiffs allege Defendants implemented and maintained policies to  
23 pay non-exempt valets less than the applicable minimum wage by failing to pay  
24 valets for hours worked.  
25  
26  
27  
28

1           131. All Defendants were aware of the fact that under their system,  
2 Plaintiffs regularly worked unpaid hours and/or worked for compensation at less  
3 than the applicable minimum wage.  
4

5           132. During the liability period, Defendants have routinely failed to pay  
6 Plaintiffs the minimum wage required under California and federal law.  
7 Plaintiffs' timecards and pay stubs did not list their actual regular and overtime  
8 hours worked.  
9

10           133. Plaintiffs were directed by Defendant Bohemian Club's Treasurer  
11 Dawson to submit false timesheets to Pomella LLC showing 8.0 "regular" hours,  
12 but to not include any overtime. These timesheets nearly always listed exactly  
13 8.0 hours per day for 5 days a week.  
14  
15

16           134. Plaintiffs allege Defendants also failed to provide overtime wages  
17 earned for all hours worked by Plaintiffs in excess of eight hours per day and/or  
18 forty hours per week. Where overtime compensation was received at all, it was  
19 for fewer than actual overtime hours worked and was paid at less than the amount  
20 required by California law.  
21  
22

23           135. Defendant Bohemian Club's camp captains, members, and guests  
24 were aware that class members are working essentially nonstop for 15 to 18 hours  
25 at a time.  
26  
27  
28

1           136. Due to pent up demand, after the 2020 encampment was cancelled  
2 due to Covid-19, the 2021 camp was particularly difficult on Plaintiffs and other  
3 class members.  
4

5           137. During the 2021 Summer Encampment event, due to understaffing  
6 all three Plaintiffs allege they were working 16+ hours per day for the duration of  
7 the 14-day Summer Encampment.  
8

9           138. Defendants' camp valets fit into two categories (camps using "Bolt  
10 Staffing" and camps utilizing another catering/hospitality service). Defendant  
11 Bohemian Club is aware that many camps do not use Bolt Staffing and have extra  
12 requirement for camps not using Bolt Staffing. Bohemian Club exercises greater  
13 control over essential terms and conditions of employment for the camps  
14 choosing not to use Bolt Staffing.  
15  
16

17           139. Plaintiffs allege on information and belief that camps not using Bolt  
18 Staffing dealt with the same off-the-clock work requirements and would be  
19 commonly be paid under-the-table by their camps.  
20

21           140. Plaintiffs allege on information and belief that other non-Bolt  
22 Staffing valets are working large amounts of unpaid hours each day. Plaintiffs  
23 typically reported exactly 8.0 hours per day on their timesheets, no overtime, and  
24 reported no more than 40 hours per week.  
25  
26  
27  
28

1           141. Plaintiffs were told by Defendants' Camp Captains not to record  
2 their actual hours work, but to only report 8 hours per day, up to a maximum of  
3 40 hours per week on their timesheets for Defendant Pomella LLC.  
4

5           142. Plaintiffs would then be paid under-the-table from Defendant  
6 Monastery Camp for part of the remainder of their owed wages.  
7

8           143. Plaintiffs allege that Defendants systematically violates the Fair  
9 Labor Standards Act by failing to provide Plaintiffs and other class members with  
10 minimum wage for all hours worked.  
11

12           144. Defendants' violations of the FLSA were willful and are ongoing.

13           145. Plaintiffs propose to undertake appropriate proceedings to have the  
14 collective class members aggrieved by Defendants' unlawful conduct notified of  
15 the pendency of this action and given the opportunity to join this action as  
16 Plaintiffs, pursuant to 29 U.S.C. § 216(b), by filing written consents / joinders  
17 with the Court.  
18  
19

20           146. Attached hereto as **Exhibit A** are Plaintiffs signed Fair Labor  
21 Standard Act Consent to Join forms for this collective action.  
22

23           147. As a result of Defendants' unlawful conduct, Plaintiffs and the  
24 collective class members have suffered damages as set forth herein.  
25

26           148. As a result of the foregoing, Plaintiffs seek judgment against  
27 Defendants on their own behalf, and on behalf of those collective class members  
28



1 similarly situated who file written consents to join in this action, for all unpaid  
 2 wages owed by Defendants to Plaintiffs and the collective class members,  
 3 pursuant to 29 U.S.C. §§ 206 and 207, together with an award of an additional  
 4 equal amount as liquidated damages, and costs, interests, and reasonable  
 5 attorneys' fees, pursuant to, *inter alia*, 29 U.S.C. § 216(b).  
 6  
 7

### 8 **Third Cause of Action**

#### 9 **Failure to Provide Meal Periods** 10 **(Labor Code §§ 226.7 and 512)**

11 149. Plaintiffs incorporate all previous paragraphs of this Complaint as  
 12 though fully set forth herein.  
 13

14 150. Throughout the period applicable to this cause of action, California  
 15 law, as set forth in relevant part by the Industrial Welfare Commission Wage  
 16 Order No. 5 at section (11), provided as follows:  
 17

- 18 i. No employer shall employ any person for a work period of  
 19 more than five (5) hours without a meal period of not less  
 20 than 30 minutes

21 . . .

- 22 ii. If an employer fails to provide an employee a meal period in  
 23 accordance with the applicable provisions of this Order, the  
 24 employer shall pay the employee one (1) hour of pay at the  
 25 employee's regular rate of compensation for each work day  
 26 that the meal period is not provided.

27 151. Labor Code Section 512 states that an "employer may not employ an  
 28 employee for a work period of more than five hours per day without providing the

1 employee with a meal period of not less than 30 minutes” if and when such  
2 employees work more than 5 hours in any given workday. Labor Code Section  
3  
4 512 further requires two 30 -minute duty-free meal periods when an employee  
5 works more than 10 hours in any given workday.

6  
7 152. Labor Code section 226.7 requires payment of one (1) hour of pay in  
8 lieu of each meal periods not provided by the employer.

9  
10 153. Throughout the period applicable to this cause of action, Defendants  
11 failed to consistently allow and provide one or more duty-free 30-minute meal  
12 periods in violation of Labor Code section 510 and Wage Order No. 5, as  
13 required by California law.

14  
15 154. Plaintiffs allege that Defendants’ deliberate understaffing led to a  
16 constant, non-stop workload.

17  
18 155. Plaintiffs allege that the non-stop work prevented valets from having  
19 the ability to take meal periods or rest breaks.

20  
21 156. Despite multiple warnings from Plaintiffs, Defendants remained  
22 understaffed, and working abundant hours off-the-clock without meal periods or  
23 rest breaks.

24  
25 157. Plaintiffs allege that in order to meet Defendants’ workload  
26 requirements, they typically worked through both meal periods and rest breaks.

1           158. Plaintiffs allege Defendants also failed to provide Plaintiffs with all  
2 the required meal periods when they worked more than five hours in a day; and  
3 Defendants failed to pay Plaintiffs a one-hour premium wage in lieu thereof.  
4

5           159. Plaintiffs allege that Defendants' corporate policies, procedures, and  
6 uniform understaffing, were either written or institutionalized into each  
7 Defendant's labor practices, such that Plaintiffs and the class they seek to  
8 represent were not able to, or permitted to, take timely rest breaks or lunch  
9 periods, pursuant to the Labor Code, Industrial Welfare Commission Wage Order  
10 5-2001, and other applicable Wage Orders.  
11

12           160. Plaintiffs allege Defendants implemented and maintained a policy to  
13 pay non-exempt valets less than the applicable minimum wage by failing to pay  
14 valets for all hours worked. Defendants were aware of the fact that under their  
15 system, Plaintiffs regularly worked unpaid hours and/or worked for compensation  
16 at less than the applicable minimum wage.  
17

18           161. Plaintiffs allege Defendants also failed to provide overtime wages  
19 earned for all hours worked by Plaintiffs in excess of eight hours per day and/or  
20 forty hours per week. Where overtime compensation was received at all, it was  
21 for fewer than actual overtime hours worked and was paid at less than the amount  
22 required by California law.  
23  
24  
25  
26  
27  
28

1           162. By virtue of this unlawful conduct, Plaintiffs and the class members  
2 are entitled to compensation as stated above, plus interest, attorneys' fees, costs  
3 and other applicable relief.  
4

5           163. Throughout the period applicable to this cause of action, Defendants  
6 required Plaintiffs and the class members to work during meal periods mandated  
7 by the applicable orders of the Industrial Welfare Commission. Therefore,  
8 Plaintiffs and the class members are entitled to be paid as stated in Labor Code  
9 section 226.7, plus interest, attorneys' fees, costs and other applicable relief.  
10  
11

12           164. On information and belief, Plaintiffs allege that the class members  
13 did not voluntarily or willfully waive rest and/or meal periods and were regularly  
14 required to work through meal periods. Defendants failed to meet the  
15 requirements for lawful on-duty meal periods and/or instituted a course of  
16 conduct that created a working environment in which non-exempt employees  
17 were incapable of taking rest and/or meal periods. As such, non-exempt  
18 employees were intimidated or coerced into waiving meal periods, and any  
19 written waivers were obtained without full disclosure and are thus involuntarily  
20 and without consent.  
21  
22  
23

24           165. Plaintiffs and the class they seek to represent request relief as  
25 described herein.  
26  
27  
28

**Fourth Cause of Action**

**Failure to Provide Rest Breaks  
(Labor Code §§ 226.7 and 512)**

166. Plaintiffs incorporate all previous paragraphs of this Complaint as though fully set forth herein.

167. Wage Order No. 5, Section 12, requires each employer to provide each of its employees with at least one rest period of 10-minutes rest time for each 4 hours, or major fraction thereof, that each such employee works during each workday.

168. Plaintiffs allege that Defendants' deliberate understaffing led to a constant, non-stop workload.

169. Plaintiffs allege that the non-stop work prevented valets from having the ability to take meal periods or rest breaks.

170. Despite multiple warnings from Plaintiffs, Defendants remained understaffed, and working abundant hours off-the-clock without meal periods or rest breaks.

171. Plaintiffs allege that in order to meet Defendants' workload requirements, they typically worked through both meal periods and rest breaks.

172. Plaintiffs allege Defendants also failed to provide Plaintiffs with all the required meal periods when they worked more than five hours in a day; and Defendants failed to pay Plaintiffs a one-hour premium wage in lieu thereof.

1           173. Labor Code Section 226.7 provides that if an employer fails to  
2 provide an employee with a rest period in accordance with Wage Order No. 5, the  
3 employer must pay such employee(s) one additional hour of pay at the  
4 employee's regular rate of pay for each day that such a rest period was not  
5 provided.  
6

7  
8           174. By their failure to provide rest periods for every four (4) hours or  
9 major fraction thereof worked per workday by Plaintiffs and class members, and  
10 failing to provide one (1) hour's pay in lieu thereof, as alleged above and herein,  
11 Defendants willfully violated the provisions of Labor Code sections 226.7 and  
12 IWC Wage Orders at section (12).  
13

14  
15           175. By failing to keep adequate time records required by sections 226  
16 and 1174(d) of the Labor Code and IWC Wage Order at section (7), Defendants  
17 have injured Plaintiffs and class members, and made it difficult to calculate the  
18 unpaid rest and meal period compensation due Plaintiffs and members of the  
19 class. On information and belief, Plaintiffs allege that Defendants' failure to  
20 maintain accurate records was willful.  
21

22  
23           176. As a result of the unlawful acts of Defendants, Plaintiffs and the  
24 class members they seek to represent have been deprived of premium wages in  
25 amounts to be determined at trial, and are entitled to an accounting and recovery  
26  
27  
28

1 of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,  
2 under the Labor Code and the applicable IWC Wage Orders.

3  
4 **Fifth Cause of Action**

5 **Failure to Pay All Wages at Termination**  
6 **(Labor Code §§ 201- 203)**

7 177. Plaintiffs incorporate all previous paragraphs of this Complaint as  
8 though fully set forth herein.

9  
10 178. Plaintiffs and many of the other class members quit or were  
11 discharged from their employment within the statute of limitations period  
12 applicable to this cause of action.

13  
14 179. Defendants failed to pay said employees, without abatement, all  
15 wages (as defined by applicable California law) within the time required by  
16 applicable California law. Defendants' failure to pay said wages within the  
17 required time was willful within the meaning of Labor Code section 203.

18  
19 180. As of the filing of the Complaint, Defendants failed to timely pay  
20 wages due, and Plaintiffs and class members are owed penalties pursuant to Labor  
21 Code sections 201, 202, and 203.

22  
23 181. Therefore, each of these employees is entitled to one day's wages for  
24 each day he or she was not timely paid all said wages due, up to a maximum of  
25 thirty days' wages for each employee. Because employees were never paid the  
26  
27  
28

1 wages to which they were entitled, each employee is entitled to thirty days’  
2 wages.  
3

4 **Sixth Cause of Action**

5 **Failure to Provide Accurate Wage Statements**  
6 **(Labor Code §§ 226(b), 1174, 1175)**

7 182. Plaintiffs incorporate all previous paragraphs of this Complaint as  
8 though fully set forth herein.  
9

10 183. Labor Code section 1174(d) requires that every employee maintain  
11 “payroll records showing the hours worked daily by and the wages paid to, and  
12 the number of piece-rate units earned by and any applicable piece rate aid to,  
13 employees employed” in California.  
14

15 184. Wage Order No. 5, Section 7 requires every employer in California  
16 to “keep accurate information with respect to each employee including,” . . .  
17 “[t]ime records showing when the employee begins and ends each work period.  
18 Meal periods, split shift intervals and total daily hours worked shall also be  
19 recorded.”  
20  
21

22 185. Plaintiffs typically reported intentionally false, but identical start  
23 times as each other, exactly 60-minute lunch times, and the same end time each  
24 day.  
25

26 186. Defendant Monastery Camp worked with Defendant Pomella LLC to  
27 operate two separate methods of paying employees.  
28



1           187. Plaintiffs were directed by Defendant Bohemian Club’s Treasurer  
2 Dawson to submit false timesheets to Pomella LLC showing 8.0 “regular” hours,  
3 but to not include any overtime. These timesheets nearly always listed exactly  
4 8.0 hours per day for 5 days a week.  
5

6           188. Defendant Pomella LLC provides valets to Defendant Monastery  
7 Camp, the Silverado Squatters Camp, and possibly other Bohemian Grove camps.  
8

9           189. Defendant Pomella LLC was aware that the timesheets radically  
10 understate Plaintiffs’ actual hours worked.  
11

12           190. Plaintiffs worked unpaid hours for Defendants as a part of systematic  
13 pattern of Defendants’ failing to pay employees for all hours worked.  
14

15           191. Plaintiffs are informed and believe and upon that basis allege, that  
16 Defendants have failed to maintain accurate records in compliance with Labor  
17 Code section 1174 and/or Wage Order No. 5 for Plaintiffs and the class. Pursuant  
18 to Labor Code Section 1174.5, Plaintiffs and the class are entitled to each collect  
19 a civil penalty from Defendants in the amount of \$500.  
20

21           192. Plaintiffs’ wages statement did not list their actual regular and  
22 overtime hours worked.  
23

24           193. Plaintiffs allege Defendants implemented and maintained policies to  
25 pay non-exempt valets less than the applicable minimum wage by failing to pay  
26 valets for hours worked. All Defendants were aware of the fact that under their  
27  
28

1 system, Plaintiffs regularly worked unpaid hours and/or worked for compensation  
2 at less than the applicable minimum wage.

3  
4 194. During the liability period, Defendants have routinely failed to pay  
5 Plaintiffs the minimum wage required under California and federal law.

6  
7 195. Labor Code section 226 requires each employer to furnish accurate  
8 itemized wage statements at the time of payment reflecting (1) the gross wages  
9 earned, (2) the total hours worked, except for those whose compensation is based  
10 solely on a salary and who is exempt, (3) the number of piece-rate units earned  
11 and any applicable piece-rate if the employee is paid on a piece-rate basis, (4) all  
12 deductions, (5) net wages earned, (6) the dates of the period for which the  
13 employee is paid, (7) the name of the employee and last four digits of the  
14 employee's social security number or identification number, (8) the name and  
15 address of the legal entity that is the employer , and (9) all applicable hourly rates  
16 in effect during the pay period and the corresponding number of hours worked at  
17 each hourly rate by the employee.  
18  
19  
20  
21

22 196. Throughout the period applicable to this cause of action, Defendants  
23 intentionally failed to furnish to Plaintiffs and the class members, upon each  
24 payment of wages, itemized statements accurately showing, among other matters:  
25 total hours worked, the applicable hourly rates in effect during the pay period, and  
26 the corresponding number of hours worked at each hourly rate.  
27  
28

1           197. Plaintiffs and the class members were damaged by these failures  
2 because, among other things, the failures led them to believe that they were not  
3 entitled to be paid, even though they were so entitled, and because the failures  
4 hindered them from determining the amounts of wages owed to them.  
5

6           198. Plaintiffs and the class members are entitled to the amounts provided  
7 for in Labor Code section 226(e), which provides for each employee to recover  
8 from Defendants fifty dollars (\$50) for the initial pay period in which a violation  
9 occurred, and one-hundred dollars (\$100) per class member for each violation in a  
10 subsequent pay period, not to exceed an aggregate penalty of \$4,000 per class  
11 member.  
12

13           199. Plaintiffs and the class members are entitled to an award of attorney  
14 fees plus costs.  
15

### 16                               **Seventh Cause of Action**

#### 17                               **Violation of Unfair Competition Law** 18                               **(Bus. and Prof. Code § 17200 *et seq.*)**

19           200. Plaintiffs incorporate all previous paragraphs of this Complaint as  
20 though fully set forth herein.  
21

22           201. Plaintiffs bring this action on behalf of themselves and the general  
23 public, including the class, pursuant to Business and Professions Code sections  
24 17200 *et seq.* Defendants' conduct alleged above constitutes unlawful business  
25 acts and practices in violation of Business & Professions Code sections 17200 *et*  
26  
27  
28

1 *seq.* Defendants engaged in unfair competition in violation of the UCL by  
2 violating, *inter alia*, each of the following laws, Labor Code sections 201, 202,  
3 203, 226, 226.7, 226.8, 510, 512, 1174, 1175, 1182.12, 1194, 1197, 1197.1, 1198,  
4 1199, and 2802, and applicable Wage Orders, including Wage Order No. 5.  
5

6       202. Defendants' course of conduct, acts, and practices in violation of the  
7 California laws mentioned in the above paragraph constitute a separate and  
8 independent violation of the UCL. Defendants' conduct described herein violates  
9 the policy or spirit of such laws or otherwise significantly threatens or harms  
10 competition. The harm to Plaintiffs and the class members in being wrongfully  
11 denied lawfully earned wages outweighs the utility, if any, of Defendants' policies  
12 or practices and, therefore, Defendants' actions described herein constitute an  
13 unfair business practice or act within the meaning of the UCL.  
14  
15

16       203. The unlawful and unfair business practices and acts of Defendants,  
17 and each of them, described above, have injured the class members in that they  
18 were wrongfully denied the payment of earned wages.  
19  
20

21       204. Plaintiffs, on behalf of themselves and the class, seeks restitution in  
22 the amount of the respective unpaid wages earned and due at a rate not less than  
23 one and one-half times the regular rate of pay for work performed in excess of  
24 forty hours in a work week, or eight hours in a day, and double the regular rate of  
25 pay for work performed in excess of twelve hours per day and such other legal  
26  
27  
28

1 and equitable relief from Defendants’ unlawful and willful conduct as the Court  
2 deems just and proper.

3  
4 205. Pursuant to Business and Professions Code sections 17200 *et seq.*,  
5 for the statute of limitations period covered by this cause of action, Plaintiffs and  
6 the class members are entitled to restitution for at least the following: the unpaid  
7 withheld and retained by Defendants referred to above.  
8

9 206. Plaintiffs, the class members, and the general public are also entitled  
10 to permanent injunctive and declaratory relief prohibiting Defendants from  
11 engaging in the violations and other misconduct referred to above.  
12

13 207. Defendants are also liable to pay attorneys’ fees pursuant to  
14 California Code of Civil Procedure section 1021.5 and other applicable law, and  
15 costs. The Plaintiffs, on behalf of themselves and all class members, also seek  
16 recovery of attorneys' fees and costs of this action to be paid by Defendant, as  
17 provided by the UCL and California Labor Code §§ 218, 218.5, and 1194.  
18  
19

20 **Eight Cause of Action**

21 **Violation of Labor Code Section 2699**  
22 **(California Private Attorney General Act (“PAGA”))**  
23

24 208. Plaintiffs, on behalf of themselves and other aggrieved employees,  
25 incorporate all previous paragraphs of this Complaint as though fully set forth  
26 herein.  
27  
28

1           209. Plaintiffs filed a Private Attorney General Act (“PAGA”) complaint  
2 online with the California’s Labor and Workforce Development Agency (LWDA)  
3 on approximately April 25, 2023, and served Defendants Bohemian Club,  
4 Monastery Camp, and Pomella LLC. by certified mail as prescribed by the Labor  
5 Code.  
6

7  
8           210. California IWC Wage Orders requires an employer to pay each  
9 employee, on the established payday for the period involved, not less than the  
10 applicable minimum wage for all hours worked in the payroll period, whether the  
11 remuneration is measured by time, piece, commission, or otherwise.  
12

13           211. Defendants failed to pay Plaintiffs and other aggrieved employees at  
14 least minimum wage for all hours worked in violation of Labor Code sections  
15 1194 and 1197.  
16

17           212. During the liability period, Defendants have routinely failed to pay  
18 Plaintiffs the minimum wage required under California law.  
19

20           213. Plaintiffs, by virtue of their employment with Defendants are  
21 aggrieved employees with standing to bring an action under PAGA. Plaintiffs  
22 have satisfied all prerequisites to serve as a representative of the general public to  
23 enforce California's labor laws, including, without limitation, the penalty  
24 provisions identified in Labor Code section 2699.5.  
25  
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1           214. Since the LWDA took no steps within the time period required to  
2 intervene and because Defendants took no corrective action to remedy the  
3 allegations set forth above, Plaintiffs as representatives of the people of the State  
4 of California, seeks any and all penalties otherwise capable of being collected by  
5 the Labor Commission and/or the Department of Labor Standards Enforcement  
6 ("DLSE"). This includes each of the following, as set forth in Labor Code  
7 Section 2699.5, which provides that Section 2699.3(a) applies to any alleged  
8 violation of the following provisions: Sections 558, 1194, 1197, 1197.1, and  
9 1199.  
10  
11  
12

13           215. Labor Code section 2699 provides for civil penalties of \$100 per  
14 employee per pay period for the initial violation and \$200 per employee per pay  
15 period for each subsequent violation.  
16

17           216. Plaintiffs, as representatives of the general public, seek to recover  
18 any and all penalties for each and every violation shown to exist or to have  
19 occurred during the one-year period before Plaintiffs filed Notice with the LWDA  
20 of their intent to bring this action, in an amount according to proof, as to those  
21 penalties that are otherwise only available to public agency enforcement actions.  
22 Funds recovered will be distributed in accordance with the PAGA, with at least  
23 75% of the penalties recovered being reimbursed to the State of California and the  
24 LWDA.  
25  
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5. For compensatory damages representing the amount of unpaid wages owed to Plaintiffs and the class members;

6. For compensatory damages pursuant to Labor Code Section 226.7 for missed meal and rest breaks;

7. For compensatory damages pursuant to Labor Code Section 2802;

8. For reasonable attorneys' fees and costs pursuant to Labor Code Sections 226(e), 1194, and 2802(c);

9. For such general and special damages as may be appropriate;

10. For liquidated damages as authorized pursuant to Labor Code Sections 1194.2;

11. For waiting time penalties and civil penalties for all class members no longer in Defendants' employ at the time of Judgment;

12. For pre-judgment interest;

13. For restitution as described in the cause of action under Business & Professions Code §§ 17200 *et seq.* above;

14. For permanent injunctive and declaratory relief described in the cause of action under Business & Professions Code §§ 17200 *et seq.* above;

15. A declaratory judgment that the practices complained of herein are unlawful under California state law;

1           16. Attorney's fees and costs of suit, including expert fees pursuant to  
2 California Labor Code §§218.5, 1194, and Code Civ. Proc. §1021.5; and  
3

4           17. Such other injunctive and equitable relief as the Court may deem  
5 proper.

6 **DATED:** June 5, 2023

**NUNES LAW GROUP, APC**

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9 \_\_\_\_\_  
10 By: Anthony J. Nunes, Esq.  
11 Attorneys for Plaintiffs ANTHONY  
12 GREGG, SHAWN CLAIBORNE, and  
13 WALLID SAAD, on behalf of themselves  
14 and all others similarly situated,  
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